



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Tel. Co. v. Hopkins, 49 Ind. 223. To prove a hiring by telegraph the dispatch received is the original. *Wilson v. R. Co.*, 31 Minn. 481; *Williams v. Brickell*, 37 Miss. 682. The rule that a letter following a previous one calling for a reply should sufficiently authenticate itself by its contents does not hold in regard to telegrams. *Howley v. Whipple*, 48 N. H. 487.

FORGERY—WHAT CONSTITUTES.—*PEOPLE v. ABEEL*, 91 N. Y. SUPP. 699.—*Held*, that a false letter of introduction is not a forgery at common law where it could not be considered as a means by which another could be defrauded or by which a pecuniary liability could be created.

A writing which affects no legal rights cannot be the subject of forgery. *Waterman v. People*, 67 Ill. 91. The general rule both at common law and under statute is that an instrument to be the subject of forgery must be such that if it were genuine it would have some apparent legal efficacy. *Abbott v. Rose*, 62 Me. 194; *Dixon v. State*, 81 Ala. 61. It must be valid for the purpose for which it purports to have been designed, *Anderson v. State*, 20 Tex. App. 595; and legally capable of affecting a fraud. *Terry v. Comm.*, 87 Va. 672. In *State v. Ames*, 2 Greenl. 365 and *Comm. v. Coe*, 115 Mass. 481, it is held that a letter of recommendation or testimonial of good character is subject to forgery. *Contra, Waterman v. People, supra.*

INSURANCE—CONSTRUCTION OF POLICY—TECHNICAL WORDS.—*PETERSON v. MODERN BROTHERHOOD OF AMERICA*, 101 N. W. 289 (IOWA).—*Held*, that an insurance certificate entitling the insured to a certain benefit in case of the breaking of a leg, and defining such breaking as "the breaking of the shaft of the thigh bone between the hip and knee joints, or the breaking of the shafts of both bones between the knee and ankle joints" does not cover what is known as a "Pott's fracture," which is defined as the breaking of one bone between the knee and ankle joints, and the dislocation of the other or, as technically defined, the breaking of the fibula one and one-half to two inches above the joint, and of the malleolus process. *Weaver and Bishop, JJ., dissenting.*

The general rule in constructing insurance contracts is that words are to be taken in that sense to which the apparent object and intention of the parties limit them. *Robertson v. French*, 4 East 135; *Ripley v. Aina F. Ins. Co.*, 30 N. Y. 136; *Yeaton v. Fry*, 5 Cranch 335. When a stipulation or exception in a policy is capable of two meanings, the one most favorable to the insured is to be adopted. *May, Insurance*, § 172; *Western Ins. Co. v. Cropper*, 32 Pa. 351; *Phoenix Ins. Co. v. Slaughter*, 12 Wall. 404. Words are further to be construed, not in a technical, but in a general, usual way. *May, Insurance*, § 175; *Fire Ass'n. v. Transp. Co.*, 66 Md. 339; *Universal F. Ins. Co. v. Block*, 109 Pa. 535.

INSURANCE—SEVERABLE POLICY.—*DONLEY v. GLENS FALLS INS. CO.*, 91 N. Y. SUPP. 302.—*Held*, that breach of warranty as to title of land on which the insured building is located does not avoid the policy as to personally situated in the building. *McLennan, P. J., and Storer, J., dissenting.*

The general rule as to insurance of building and contents is that such policy is not severable, and that forfeiture of the insurance as to the building will forfeit it also as to the contents. *Assur. Co. v. Stoddard*, 88 Ala. 606; *Bank v. Ins. Co.*, 57 Conn. 335; *Havens v. Ins. Co.*, 111 Ind. 90. In New York, however, the later cases have fully established the rule in the principal case. *Sunderlin v. Ins. Co.*, 18 Hun 522; *Woodward v. Ins. Co.*, 32 Hun